



Memorandum

Delivered via Email

Date: November 29, 2021
To: Administration
Departments & Offices Overseeing AFSCME-Represented Staff
Finance Department
From: Human Resources
Re: AFSCME CBA – Final contract changes effective July 1, 2021

Negotiations have been completed and a contract has been agreed upon by AFSCME members and the Deschutes County Board of County Commissioners. The following information is a summary of the substantive changes that resulted from the negotiation process. Unless otherwise noted below changes will be effective December 1, 2021; the month following formal adoption by the Board of County Commissioners.

Contract duration

The contract is effective for 4 years, from July 1, 2021 – June 30, 2025.

Article 2 – Union Security; Section 8

Inclusion of a new provision entitling the Union to meet with employees for 30 minutes during the County’s New Employee Orientation. This meeting will be regarded as paid County time for those choosing to attend.

Article 6 – Discipline and Discharge, Section 4

Addition of express language articulating right to union representation at meetings in which the employee reasonably believes that discipline may result from the meeting consistent with Weingarten Rights.

Article 6 – Section 6

The County is now required to provide Union leadership notification of imposed disciplinary action involving suspension without pay, demotion, or discharge.

Article 8 – Salary Administration; Section 2

Language added providing the County with discretion to put in place changes at a later date to create a lag time period between the close of monthly time collection and payday. The County agreed to provide 90-days’ notice before implementing articulated changes, and to develop a transition plan to assist employees.

Article 8 – Salary Administration, Section 4

The longevity pay was increased in accordance with the Deschutes County practice of increasing longevity pay by \$2.50 annually.

\$87.50	FY	21/22	<i>(diff. of FY20/21 rate and FY21/22 rate provided on November 30 paychecks)</i>
\$90.00	FY	22/23	
\$92.50	FY	23/24	
\$95.00	FY	24/25	

Article 8 – Salary Administration, Section 5; Item 5

Intermittent (daily) Bilingual Pay increased from \$10/day to \$20/day.

Article 8 – Salary Administration, Section 6

Language added to clarify that night shift pay and terms in the contract is not applicable to employees assigned to work in the Health Services' Stabilization Center, which is now formalized under a separate Memorandum of Understanding (MOU).

Article 9 – On Call and Call Back Time

Supplemental language added to Work from Home and Call Back sections clarifying exclusions of FMLA exempt employees from described benefits. Also clarifies existing practices related to circumstances where employees may be concurrently eligible for Standby Pay and Work from Home or Call Back pay.

Article 10 – Hours of Work, Section 5

Added language that employees required to remain on-duty during a meal period will be paid for that time in accordance with applicable state and federal regulatory requirements.

Article 12 – Working-Out-of-Class and Lead Pay, Section 3

Changed the effective date for reclassifications approved by County Administration to the first of the month following the employee's submittal of a completed Job Description Questionnaire (JDQ) to their supervisor.

Article 14 – Assignment of Personnel, Section 4

New section outlining County obligations and discretion in the timing of employee transfers to a new position in the same classification in another department.

Article 20 – Leaves of Absence, Section 6

Added language permitting FLSA exempt employees to seek and obtain supervisor approval to adjust their work schedules to attend work related training or educational courses or events.

Article 29 – Term of the Agreement

Agreement effective July 1, 2021 – June 30, 2025

Article 30 – Wages

For FY21/22, the contract provides for a 1.5% COLA increase for union members (*COLA implemented effective November 1, 2021 and included on November paychecks*). Employees represented by AFSCME on the date of Board adoption of the contract will be provided a lump sum payment calculated by hours worked between July 1, 2021 – October 31, 2021 (*Lump sum payments to appear on November 30, 2021 paychecks*).

COLA for remaining years of the contract will be based on a new Consumer Price Index (CPI-U, West Region, Size Class B/C cities). The method of calculation will change effective FY22/23; Appendix C has been added to the contract outlining the new calculation. Based on this new methodology, COLA for FY22/23 will be 1.5 – 3.5%. For FY23/24 and FY24/25, COLA will be 1.0 – 4.0%.

Appendix B – Duties and Responsibilities of the Employee Benefits Advisory Committee

Language added to the Minimum Meeting Requirements portion obligating the County to retain EBAC minutes for a period of three years, and to periodically send communications to all employees with instructions for accessing EBAC meeting minutes on the County's intranet site.